

Terms and Conditions

These T&Cs apply to all flights operated by Air Ruatoria Limited.

Definitions

- Booking means a reservation for a Passenger on a Flight.
- Flight means a flight carried out in an aircraft operated by Air Ruatoria. Flights may be scenic or charter.
- Passenger is a person who occupies a passenger seat on a Flight. Passengers are either:
 - » Adults (11 years old or older).
 - » Children (between 2 and 11 years old).
 - » Infants (less than 2 years old).

Fees

Fares for:

- Scenic Flights are as listed on the website you use for Booking. Air Ruatoria may change these fares at any time, but changes made after a Booking is made will not apply to that Booking.
- Charter Flights are by mutual agreement. In addition, if you require or cause the aircraft to:
 - » wait at an airport, we will charge waiting time of \$130 per hour (plus GST) after the first hour up to a maximum of 6 hours; and
 - » stay overnight away from our base, we will charge for actual and reasonable accommodation, meals and transport for the pilot, plus a 10 % admin fee.

Bookings

You can make scenic Bookings online and charter Bookings by contacting us. But your Booking is not finalised until:

- Air Ruatoria has notified you that the Booking is accepted. Air Ruatoria may refuse a Booking for any reason.
- You have paid the amount needed to secure the Booking. Scenic Bookings must be paid in full on Booking, but charter Bookings may be secured with a part payment where agreed by Air Ruatoria.

If you are Booking for others, you confirm you are authorised to accept these T&Cs on their behalf and that their details are correct. You must make them (or if they are under 18 their parent or guardian) aware of these T&Cs. Air Ruatoria may communicate directly with them once contact details are provided.

Air Ruatoria requires a minimum number of Passengers to operate each scenic Flight. This does not apply to charter Flights. If the required minimum is not reached, Air Ruatoria may change, postpone or cancel the Flight as described below.

Payment

Unless otherwise agreed in writing by you and Air Ruatoria, fares for:

- Scenic Flights are payable upon Booking.
- Charter Flights must be paid within 7 days from the date of invoicing.

Default interest is payable on all overdue amounts, from the date payment falls due to the date of payment, at Air Ruatoria's overdraft rate plus 5% pa. The cost of any actions taken by Air Ruatoria to recover overdue amounts will be added to the amount due.

Check in

Passengers must report in person to Air Ruatoria 15 minutes prior to the departure of their Flight. Failure by the Passenger to meet this requirement may result in the cancellation of the Booking and forfeiture of the Passenger's fares and Charges.

As the Civil Aviation Act sets maximum weight limits for Flights, Air Ruatoria may need to weigh Passengers before a Flight and may be required to exclude one or more Passengers from the Flight. Air Ruatoria will always try to do this sensitively, but the decision on who to exclude is for Air Ruatoria alone.

Safety

The safety and wellbeing of Passengers is critical to successful achievement of our goals. Passengers must comply with the direction of Air Ruatoria personnel to ensure safety and wellbeing and compliance with civil aviation requirements. Failure to follow reasonable directions may result in:

- Passengers at fault not being permitted to board the aircraft;
- the Flight being cut short, diverted or cancelled; and/or
- non-reimbursement of fares for Passengers at fault.

Cancellation Policy

You may cancel a Booking at any time before the Flight by asking us in writing. If you so cancel a Booking, Air Ruatoria will refund your Fees

and Charges as follows:

- Cancellations within 14 days of the planned flight date will receive an 80% refund.
- Cancellations within 7 days of the planned flight date will receive a 50% refund.
- Cancellations within 2 days of the planned flight date will not receive any refund.

Air Ruatoria may change, postpone or cancel Bookings and/or Flights in the event of insufficient Passengers or unforeseen circumstances (such as bad weather, staff sickness or safety issues). Air Ruatoria will do its best to advise you of these changes by telephone or email. If Air Ruatoria makes one of these changes:

- the affected Passengers will be offered an alternate Booking date and time (if available); and
- if a Passenger is unable to accept an alternate Booking date and time, all previously paid Fare and Charges for that Passenger will be refunded (less the costs of any Bank merchant or Visa Card suppliers relating to the refund).

Air Ruatoria will pay all refunds by direct credit to your nominated bank account or credit card within 14 days of the date on which you became entitled to the refund.

Privacy

Personal information provided in connection with a Flight will be managed in accordance with our Privacy Policy and the obligations set out in the Privacy Act. You must ensure that all Passengers in your Booking agree to that policy.

Lost property

Air Ruatoria is only responsible for Passenger property while it is in our possession, and subject to the liability provisions below.

Liability

Air Ruatoria recommends that Passengers have insurance to cover losses that they may incur in relation to Flights. Air Ruatoria's liability, if any, is in accordance with:

- Part 9B of the Civil Aviation Act.
- Part 5 of the Contract and Commercial Law Act.
- The Injury Prevention, Rehabilitation and Compensation Act (which may exclude liability for personal injury or death of a Passenger).
- The Consumer Guarantees Act, if the Passenger is not travelling for business purposes. If the Flight is for business purposes, you agree this Act does not apply.

Air Ruatoria is only liable for reasonable losses that are proven. Unless required by law, Air Ruatoria is not liable for exemplary, indirect or consequential losses or any loss of revenue, profit or opportunity. This liability section also applies to our officers, employees, agents and contractors. The total amount that you can recover from them and Air Ruatoria together, will not be more than the total amount of Air Ruatoria's liability.

Force Majeure

Air Ruatoria is not liable for any delay or failure to perform its obligations under these T&Cs if that delay or failure is caused by any

cause beyond its reasonable control, including pandemic, war, natural disasters, acts of God, acts of Government or other authorities, or accidents to or failure of aircraft or equipment.

Dispute Resolution

Except where a party seeks urgent interlocutory relief, unless a party has first complied with the following it may not commence court proceedings. If a dispute arises in relation to these T&Cs or any Flight, and the parties have been unable to negotiate resolution of the dispute within 14 days of either party requesting that negotiation, then either party may refer the dispute to arbitration by notice in writing to the other party. The arbitration will be determined by a sole arbitrator (being a New Zealand resident) agreed by the parties or, failing such agreement within 14 days of the referral, the arbitrator will be appointed by the Chair of the Resolution Institute or his/her nominee. The arbitration will be conducted in Wellington in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule to that Act). Each of the parties will proceed expeditiously to undertake the arbitration. The award in the arbitration will be final and binding.

General

These T&Cs constitute the entire agreement between the parties with respect to its subject matter and supersede all previous understandings, agreements, representations, negotiations, commitments or writings in relation to that subject matter. These T&Cs will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.